

SEP 28 '06

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SURFACE TRANSPORTATION BOARD

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OF COUNSEL  
URBAN A. LESTER

September 28, 2006

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a TRL-III to TILC Bill of Sale, dated as of September 28, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale previously filed with the Board under Recordation Number 24686.

The name and address of the party to the enclosed document are:

Seller: Trinity Rail Leasing III L.P.  
2525 Stemmons Freeway  
Dallas, Texas 75207]

[Buyer: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, TX 75207]

Mr. Vernon A. Williams  
September 28, 2006  
Page 2

A description of the railroad equipment covered by the enclosed document is:

122 railcars: PLMX 135033 – PLMX 135052; PLMX 135074; PLMX 135093; PLMX 135108; PLMX 135112 – PLMX 135150; PLMX 135156 – PLMX 135190 and PLMX 137025 – PLMX 137049.

A short summary of the document to appear in the index is:

TRL-III to TILC Bill of Sale.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/sem  
Enclosures

SEP 28 '06

3:44 PM

SURFACE TRANSPORTATION BOARD

TRL-III to TILC Bill of Sale


IN CONSIDERATION of the receipt and the sum of One Dollar (\$1.00), in hand paid, and for other good and valuable consideration, Trinity Rail Leasing III L.P., a Texas limited partnership ("Seller"), does hereby sell, assign, transfer and convey absolutely to Trinity Industries Leasing Company, a Delaware corporation ("Buyer"), all of Seller's right, title, and interest in and to the railway rolling stock more specifically described on Schedule 1 attached hereto and made a part hereof (the "Railcars"), and all appurtenant rights relating thereto.

Buyer agrees that the Railcars are conveyed by Seller and accepted by Buyer, "as-is," without any warranties, express or implied, as to the condition of the railcars or otherwise, including the warranties of merchantability or fitness for any particular purpose, and Seller hereby expressly disclaims all other warranties, express, statutory or implied, including without limitation the warranties of merchantability or fitness for any particular purpose. In no event shall Seller have any liability to Buyer for special, indirect, or consequential damages in connection with a breach of this Bill of Sale.

Dated this 28 day of September, 2006.

TRINITY RAIL LEASING III L.P.

By: TILX GP III, LLC,  
its General Partner

By: 

Name: Eric Marchetto  
Title: Vice President

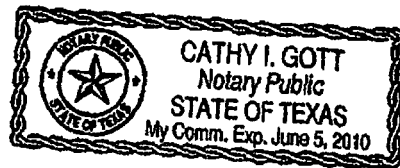
STATE OF Texas }  
COUNTY OF Dallas }

SS:

On this 28 day of September, 2006, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP III, LLC, General Partner of Trinity Rail Leasing III L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing III L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.

Cathy I. Gott  
Notary Public

My Commission Expires: 6-5-2010



Trinity Rail Leasing III L.P.  
Portfolio for Removal and Sale

Schedule 1

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
1	PLMX135033	9279	Tank	11/12/2003	Pledged
2	PLMX135034	9279	Tank	11/12/2003	Pledged
3	PLMX135035	9279	Tank	11/12/2003	Pledged
4	PLMX135036	9279	Tank	11/12/2003	Pledged
5	PLMX135037	9279	Tank	11/12/2003	Pledged
6	PLMX135038	9279	Tank	11/12/2003	Pledged
7	PLMX135039	9279	Tank	11/12/2003	Pledged
8	PLMX135040	9279	Tank	11/12/2003	Pledged
9	PLMX135041	9279	Tank	11/12/2003	Pledged
10	PLMX135042	9279	Tank	11/12/2003	Pledged
11	PLMX135043	9279	Tank	11/12/2003	Pledged
12	PLMX135044	9279	Tank	11/12/2003	Pledged
13	PLMX135045	9279	Tank	11/12/2003	Pledged
14	PLMX135046	9279	Tank	11/12/2003	Pledged
15	PLMX135047	9279	Tank	11/12/2003	Pledged
16	PLMX135048	9279	Tank	11/12/2003	Pledged
17	PLMX135049	9279	Tank	11/12/2003	Pledged
18	PLMX135050	9279	Tank	11/12/2003	Pledged
19	PLMX135051	9279	Tank	11/12/2003	Pledged
20	PLMX135052	9279	Tank	11/12/2003	Pledged
21	PLMX135074	9279	Tank	11/12/2003	Pledged
22	PLMX135093	9279	Tank	11/12/2003	Pledged
23	PLMX135108	9279	Tank	11/12/2003	Pledged
24	PLMX135112	9279	Tank	11/12/2003	Pledged
25	PLMX135113	9279	Tank	11/12/2003	Pledged
26	PLMX135114	9279	Tank	11/12/2003	Pledged
27	PLMX135115	9279	Tank	11/12/2003	Pledged
28	PLMX135116	9279	Tank	11/12/2003	Pledged
29	PLMX135117	9279	Tank	11/12/2003	Pledged
30	PLMX135118	9279	Tank	11/12/2003	Pledged
31	PLMX135119	9279	Tank	11/12/2003	Pledged
32	PLMX135120	9279	Tank	11/12/2003	Pledged
33	PLMX135121	9279	Tank	11/12/2003	Pledged
34	PLMX135122	9279	Tank	11/12/2003	Pledged
35	PLMX135123	9279	Tank	11/12/2003	Pledged
36	PLMX135124	9279	Tank	11/12/2003	Pledged
37	PLMX135125	9279	Tank	11/12/2003	Pledged
38	PLMX135126	9279	Tank	11/12/2003	Pledged
39	PLMX135127	9279	Tank	11/12/2003	Pledged
40	PLMX135128	9279	Tank	11/12/2003	Pledged
41	PLMX135129	9279	Tank	11/12/2003	Pledged
42	PLMX135130	9279	Tank	11/12/2003	Pledged
43	PLMX135131	9279	Tank	11/12/2003	Pledged
44	PLMX135132	9279	Tank	11/12/2003	Pledged

Trinity Rail Leasing III L.P.  
Portfolio for Removal and Sale

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<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
45	PLMX135133	9279	Tank	11/12/2003	Pledged
46	PLMX135134	9279	Tank	11/12/2003	Pledged
47	PLMX135135	9279	Tank	11/12/2003	Pledged
48	PLMX135136	9279	Tank	11/12/2003	Pledged
49	PLMX135137	9279	Tank	11/12/2003	Pledged
50	PLMX135138	9279	Tank	11/12/2003	Pledged
51	PLMX135139	9279	Tank	11/12/2003	Pledged
52	PLMX135140	9279	Tank	11/12/2003	Pledged
53	PLMX135141	9279	Tank	11/12/2003	Pledged
54	PLMX135142	9279	Tank	11/12/2003	Pledged
55	PLMX135143	9279	Tank	11/12/2003	Pledged
56	PLMX135144	9279	Tank	11/12/2003	Pledged
57	PLMX135145	9279	Tank	11/12/2003	Pledged
58	PLMX135146	9279	Tank	11/12/2003	Pledged
59	PLMX135147	9279	Tank	11/12/2003	Pledged
60	PLMX135148	9279	Tank	11/12/2003	Pledged
61	PLMX135149	9279	Tank	11/12/2003	Pledged
62	PLMX135150	9279	Tank	11/12/2003	Pledged
63	PLMX135156	9279	Tank	11/12/2003	Pledged
64	PLMX135157	9279	Tank	11/12/2003	Pledged
65	PLMX135158	9279	Tank	11/12/2003	Pledged
66	PLMX135159	9279	Tank	11/12/2003	Pledged
67	PLMX135160	9279	Tank	11/12/2003	Pledged
68	PLMX135161	9279	Tank	11/12/2003	Pledged
69	PLMX135162	9279	Tank	11/12/2003	Pledged
70	PLMX135163	9279	Tank	11/12/2003	Pledged
71	PLMX135164	9279	Tank	11/12/2003	Pledged
72	PLMX135165	9279	Tank	11/12/2003	Pledged
73	PLMX135166	9279	Tank	11/12/2003	Pledged
74	PLMX135167	9279	Tank	11/12/2003	Pledged
75	PLMX135168	9279	Tank	11/12/2003	Pledged
76	PLMX135169	9279	Tank	11/12/2003	Pledged
77	PLMX135170	9279	Tank	11/12/2003	Pledged
78	PLMX135171	9279	Tank	11/12/2003	Pledged
79	PLMX135172	9279	Tank	11/12/2003	Pledged
80	PLMX135173	9279	Tank	11/12/2003	Pledged
81	PLMX135174	9279	Tank	11/12/2003	Pledged
82	PLMX135175	9279	Tank	11/12/2003	Pledged
83	PLMX135176	9279	Tank	11/12/2003	Pledged
84	PLMX135177	9279	Tank	11/12/2003	Pledged
85	PLMX135178	9279	Tank	11/12/2003	Pledged
86	PLMX135179	9279	Tank	11/12/2003	Pledged
87	PLMX135180	9279	Tank	11/12/2003	Pledged
88	PLMX135181	9279	Tank	11/12/2003	Pledged

Trinity Rail Leasing III L.P.  
Portfolio for Removal and Sale

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<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
89	PLMX135182	9279	Tank	11/12/2003	Pledged
90	PLMX135183	9279	Tank	11/12/2003	Pledged
91	PLMX135184	9279	Tank	11/12/2003	Pledged
92	PLMX135185	9279	Tank	11/12/2003	Pledged
93	PLMX135186	9279	Tank	11/12/2003	Pledged
94	PLMX135187	9279	Tank	11/12/2003	Pledged
95	PLMX135188	9279	Tank	11/12/2003	Pledged
96	PLMX135189	9279	Tank	11/12/2003	Pledged
97	PLMX135190	9279	Tank	11/12/2003	Pledged
98	PLMX137025	9279	Tank	11/12/2003	Pledged
99	PLMX137026	9279	Tank	11/12/2003	Pledged
100	PLMX137027	9279	Tank	11/12/2003	Pledged
101	PLMX137028	9279	Tank	11/12/2003	Pledged
102	PLMX137029	9279	Tank	11/12/2003	Pledged
103	PLMX137030	9279	Tank	11/12/2003	Pledged
104	PLMX137031	9279	Tank	11/12/2003	Pledged
105	PLMX137032	9279	Tank	11/12/2003	Pledged
106	PLMX137033	9279	Tank	11/12/2003	Pledged
107	PLMX137034	9279	Tank	11/12/2003	Pledged
108	PLMX137035	9279	Tank	11/12/2003	Pledged
109	PLMX137036	9279	Tank	11/12/2003	Pledged
110	PLMX137037	9279	Tank	11/12/2003	Pledged
111	PLMX137038	9279	Tank	11/12/2003	Pledged
112	PLMX137039	9279	Tank	11/12/2003	Pledged
113	PLMX137040	9279	Tank	11/12/2003	Pledged
114	PLMX137041	9279	Tank	11/12/2003	Pledged
115	PLMX137042	9279	Tank	11/12/2003	Pledged
116	PLMX137043	9279	Tank	11/12/2003	Pledged
117	PLMX137044	9279	Tank	11/12/2003	Pledged
118	PLMX137045	9279	Tank	11/12/2003	Pledged
119	PLMX137046	9279	Tank	11/12/2003	Pledged
120	PLMX137047	9279	Tank	11/12/2003	Pledged
121	PLMX137048	9279	Tank	11/12/2003	Pledged
122	PLMX137049	9279	Tank	11/12/2003	Pledged

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: September 28, 2006

A handwritten signature in cursive script, appearing to read "Edward M. Luria", written over a horizontal line.

Edward M. Luria